

EXHIBIT F

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Crystal Adams

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

BRAND LITTLE, and ROBIN BURNS,
 Individually and on Behalf of All Others
 Similarly Situated,

Plaintiff,

v.

PACIFIC SEAFOOD PROCUREMENT,
 LLC; PACIFIC SEAFOOD PROCESSING,
 LLC; PACIFIC SEAFOOD FLEET, LLC;
 PACIFIC SEAFOOD DISTRIBUTION,
 LLC; PACIFIC SEAFOOD USA, LLC;
 DULCICH, INC.; PACIFIC SEAFOOD
 EUREKA, LLC; PACIFIC SEAFOOD
 CHARLESTON, LLC; PACIFIC SEAFOOD
 – WARRENTON, LLC; PACIFIC
 SEAFOOD – NEWPORT, LLC; PACIFIC
 SEAFOOD – BROOKINGS, LLC; PACIFIC
 SEAFOOD – WESTPORT, LLC; PACIFIC
 SURIMI – NEWPORT, LLC; BLUE RIVER
 SEAFOOD, INC.; SAFE COAST
 SEAFOODS, LLC; SAFE COAST
 SEAFOODS WASHINGTON, LLC;
 OCEAN GOLD SEAFOODS, INC.; NOR-
 CAL SEAFOOD, INC.; AMERICAN
 SEAFOOD EXP, INC.; CALIFORNIA
 SHELLFISH COMPANY, INC.; ROBERT
 BUGATTO ENTERPRISES, INC.;

Case No.: 3:23-cv-01098-AGT

**NON-PARTY CRYSTAL ADAMS’
 AMENDED RESPONSE TO SUBPOENA**

Judge: The Honorable Alex G. Tse

1 ALASKA ICE SEAFOODS, INC.; LONG
2 FISHERIES, INC.; CAITO FISHERIES,
3 INC.; CATIO FISHERIES, LLC;
4 SOUTHWIND FOODS, LLC;
5 FISHERMEN'S CATCH, INC.; GLOBAL
6 QUALITY FOODS, INC.; GLOBAL
7 QUALITY SEAFOOD LLC; OCEAN KING
8 FISH, INC.; SOUTH BEND PRODUCTS
9 LLC; SWANES SEAFOOD HOLDING
10 COMPANY LLC; BORNSTEIN
11 SEAFOODS, INC.; ASTORIA PACIFIC
12 SEAFOODS, LLC; and DOES 29-60,

Defendants.

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1 subject to a privilege, doctrine, or immunity from discovery is made in response to the Requests,
2 such production shall not constitute a waiver of any applicable privilege or protection. Specific
3 objections to a Request on the grounds of privilege are provided below for emphasis and clarity
4 only, and the absence of a specific objection should not be interpreted as evidence that Ms. Adams
5 does not object to a Request on the grounds of privilege.

6 3. Ms. Adams objects to the Requests as unreasonably burdensome on a non-party to
7 the litigation, and no attempt has been made to obtain the documents sought from parties to this
8 litigation.

9 4. Ms. Adams objects to the Requests to the extent that they call for the creation of
10 documents that do not currently exist.

11 5. Ms. Adams objects to each of the Requests seeking “all,” “each,” “any,” “relating
12 to,” and “regarding” the referenced information or documents. Such requests are unduly
13 burdensome or expensive, seek cumulative information, and do not describe the information sought
14 with sufficient particularity. Ms. Adams will construe the terms of all Requests to request that Ms.
15 Adams use reasonable diligence to locate responsive non-privileged information and documents.

16 6. Ms. Adams objects to the Requests to the extent that they are repetitive, duplicative,
17 overly broad, seek information that may be obtained from other sources or through other means of
18 discovery that are more convenient, more efficient, more practical, less burdensome, and/or less
19 expensive, or to the extent they otherwise impose an undue burden upon Ms. Adams.

20 7. Ms. Adams objects to the Requests to the extent that they seek documents, data, or
21 information that is not within her possession, custody, or control.

22 8. Ms. Adams objects to the Requests to the extent that they seek documents, data, or
23 information that already is within Plaintiffs’ possession, custody, or control.

24 9. Ms. Adams objects to the Requests to the extent that they seek documents, data, or
25 information in the possession, custody, or control of third parties or that is publicly available, and
26 thus equally or more easily available to Plaintiffs from those sources.

27 10. Ms. Adams objects to the Requests to the extent that they are vague, ambiguous,
28 overboard, and/or unduly burdensome.

1 11. A response indicating that Ms. Adams will provide documents, data, or information
2 shall not be construed as an admission that such information exists, or that it exists within her
3 possession, custody, or control.

4 **OBJECTIONS TO DEFINITIONS**

5 1. Ms. Adams objects to the definition of the terms “You” or “Your” to the extent that
6 it includes “any predecessors, successors, subsidiaries, departments, divisions, affiliates, and any
7 organization or entity which the responding person or entity manages, controls, and any
8 organization or entity which the responding person or entity manages, controls, or has an ownership
9 interest in, or did manage, control, or have an ownership interest in, as well as all current and
10 former directors, officers, employees, agents, representatives or any persons acting or purporting to
11 act on behalf of the responding person or entity.” Ms. Adams is an individual. Her responses are
12 limited to herself as an individual, and to no one else beyond herself. For avoidance of any doubt,
13 Ms. Adams will not search for or produce any documents that she may have or may have received
14 based on her current position as Executive Director, Oregon Dungeness Crab Commission. Ms.
15 Adams will search for and produce only documents related to her prior employment with Hallmark
16 Fisheries, whether received before or after Ms. Adams’ employment with Hallmark Fisheries.

17 2. Ms. Adams objects to the definition of the term “Fisher” on the grounds that the
18 definition is vague, ambiguous, and not reasonably calculated to lead to the discovery of admissible
19 evidence, specifically with respect to “commercial fishing” and “commercial fishing vessel” to the
20 extent such terms are undefined terms subject to multiple interpretations.

21 3. Ms. Adams objects to the definition of the term “Buyer” on the grounds that the
22 definition is overly broad, unduly burdensome, vague, ambiguous, and not reasonably calculated to
23 lead to the discovery of admissible evidence to the extent it includes purchases of “other fishes
24 directly from a Fisher with the purposes of reselling the fish, with or without further processing”
25 not relevant to the claims and defenses in the litigation.

26 4. Ms. Adams objects to the definition of the term “Ex Vessel” on the grounds that the
27 definition is vague, ambiguous, and not reasonably calculated to lead to the discovery of admissible
28 evidence, specifically with respect to “fresh commercial seafood” where “commercial seafood” is

1 undefined.

2 5. Ms. Adams objects to the definition of the term “Ex Vessel Price” on the grounds
3 that the definition is vague, ambiguous, and not reasonably calculated to lead to the discovery of
4 admissible evidence, specifically with the incorporation of the definition of Ex Vessel and “fresh
5 commercial seafood” where “commercial seafood” is undefined.

6 6. Ms. Adams objects to the definition of the term “Out the Back Door” on the grounds
7 that the definition is vague, ambiguous, and not reasonably calculated to lead to the discovery of
8 admissible evidence, specifically with respect to “unprocessed Dungeness crab” and purchases of
9 “Dungeness crab Ex Vessel” that incorporates the vagueness and ambiguity of “Ex Vessel.”

10 7. Ms. Adams objects to the definition of the term “Processed Dungeness Crab” on the
11 grounds that the definition is vague, ambiguous, and not reasonably calculated to lead to the
12 discovery of admissible evidence, specifically with respect to “commercial Dungeness crab” and
13 “cooked”, as well as “Ex Vessel purchase” that incorporates the vagueness and ambiguity of “Ex
14 Vessel.”

15 8. Ms. Adams objects to the definition of the term “Document” to the extent that it
16 requires Ms. Adams to conduct searches broader than a reasonable and diligent search of reasonably
17 accessible files (including electronic files) where responsive information reasonably would be
18 expected to be found or would to impose on her duties and obligations beyond those imposed by the
19 Federal Rules of Civil Procedure; Local Rules; the Stipulated Protective Order (Dkt. No. 63); any
20 forthcoming Stipulated Order Regarding Production of Electronically Stored Information and Paper
21 Documents; or any other order of the Court. Ms. Adams will give this term its ordinary meaning.

22 **REQUEST FOR PRODUCTION NO. 1:**

23 Documents sufficient to show Your ownership interest in any entity, including but not
24 limited to partnerships, corporations, and limited liability corporations, involved in the Commercial
25 Dungeness Crab Industry.

26 **RESPONSE REQUEST FOR PRODUCTION NO. 1:**

27 Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams
28 objects to this request on the grounds that it is vague and ambiguous as to the meeting of the term

1 “Commercial Dungeness Crab Industry” and that term is not defined. Subject to and without
2 waiving the foregoing objections, Ms. Adams responds as follows: Following a reasonable and
3 diligent search, Ms. Adams has no responsive documents in her care, custody or control.

4 **REQUEST FOR PRODUCTION NO. 2:**

5 Documents sufficient to show the duration and nature of Your employment by Hallmark,
6 including by not limited to the date of commencement and date of termination of your employment,
7 all job titles held, the scope of work within each position, and the geographic range over which your
8 employment responsibilities extended.

9 **RESPONSE REQUEST FOR PRODUCTION NO. 2:**

10 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
11 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
12 reasonable and diligent search, Ms. Adams has no responsive documents in her care, custody or
13 control.

14 **REQUEST FOR PRODUCTION NO. 3:**

15 All Communications Concerning the preservation of Documents Concerning the
16 Commercial Dungeness Crab Industry or this Action, including, without limitation, instructions
17 provided by Hallmark or counsel for Hallmark.

18 **RESPONSE REQUEST FOR PRODUCTION NO. 3:**

19 Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams
20 objects to this request on the grounds that it is vague and ambiguous as to the meeting of the term
21 “Commercial Dungeness Crab Industry” and that term is not defined. Subject to and without
22 waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and
23 reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

24 **AMENDED RESPONSE REQUEST FOR PRODUCTION NO. 3:**

25 Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams
26 objects to this request on the grounds that it is vague and ambiguous as to the meeting of the term
27 “Commercial Dungeness Crab Industry” and that term is not defined. Subject to and without
28 waiving the foregoing objections, Ms. Adams responds as follows: Ms. Adams will produce all

1 nonprivileged responsive documents in her care, custody or control located following a diligent and
2 reasonable search.

3 **REQUEST FOR PRODUCTION NO. 4:**

4 All Communications Concerning the destruction of Documents Concerning the Commercial
5 Dungeness Crab Industry or this Action, including, without limitation, instructions provided by
6 Hallmark or counsel for Hallmark.

7 **RESPONSE REQUEST FOR PRODUCTION NO. 4:**

8 Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams
9 objects to this request on the grounds that it is vague and ambiguous as to the meeting of the term
10 “Commercial Dungeness Crab Industry” and that term is not defined. Subject to and without
11 waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and
12 reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

13 **REQUEST FOR PRODUCTION NO. 5:**

14 All Communications, including, without limitation, text messages and emails, between You
15 and any Ex Vessel Dungeness crab Buyer, excluding Hallmark, Concerning the opening of any
16 Dungeness crab season, sent or received prior to You leaving Your position with Hallmark.

17 **RESPONSE REQUEST FOR PRODUCTION NO. 5:**

18 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
19 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
20 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
21 control.

22 **REQUEST FOR PRODUCTION NO. 6:**

23 All Communications, including, without limitation, text messages and emails, between You
24 and any Ex Vessel Dungeness crab Buyer Concerning the opening of any Dungeness crab season,
25 sent or received after You left Your position with Hallmark.

26 **RESPONSE REQUEST FOR PRODUCTION NO. 6:**

27 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
28 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a

1 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
2 control.

3 **REQUEST FOR PRODUCTION NO. 7:**

4 All Communications, including, without limitation, text messages and emails, between You
5 and any Ex Vessel Dungeness crab Buyer, excluding Hallmark, Concerning the closing date of any
6 Dungeness crab season, sent or received prior to You leaving Your position with Hallmark.

7 **RESPONSE REQUEST FOR PRODUCTION NO. 7:**

8 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
9 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
10 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
11 control.

12 **REQUEST FOR PRODUCTION NO. 8:**

13 All Communications, including, without limitation, text messages and emails, between You
14 and any Ex Vessel Dungeness crab Buyer Concerning the closing date of any Dungeness crab
15 season, sent or received after You left Your position with Hallmark.

16 **RESPONSE REQUEST FOR PRODUCTION NO. 8:**

17 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
18 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
19 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
20 control.

21 **REQUEST FOR PRODUCTION NO. 9:**

22 All Communications, including, without limitation, text messages and emails, between You
23 and any Ex Vessel Dungeness crab Buyer, excluding Hallmark, concerning any Ex Vessel price for
24 Dungeness crab, sent or received prior to You leaving Your position with Hallmark.

25 **RESPONSE REQUEST FOR PRODUCTION NO. 9:**

26 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
27 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
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1 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
2 control.

3 **REQUEST FOR PRODUCTION NO. 10:**

4 All Communications, including, without limitation, text messages and emails, between You
5 and any Ex Vessel Dungeness crab Buyer Concerning any Ex Vessel price for Dungeness crab, sent
6 or received after You left Your position with Hallmark.

7 **RESPONSE REQUEST FOR PRODUCTION NO. 10:**

8 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
9 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
10 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
11 control.

12 **REQUEST FOR PRODUCTION NO. 11:**

13 All Communications, including, without limitation, text messages and emails, between You
14 and any Ex Vessel Dungeness crab Buyer, excluding Hallmark, Concerning the commercial Ex
15 Vessel purchase of Dungeness crab, sent or received prior to You leaving Your position with
16 Hallmark.

17 **RESPONSE REQUEST FOR PRODUCTION NO. 11:**

18 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
19 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
20 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
21 control.

22 **REQUEST FOR PRODUCTION NO. 12:**

23 All Communications, including, without limitation, text messages and emails, between You
24 and any Ex Vessel Dungeness crab Buyer Concerning the commercial Ex Vessel purchase of
25 Dungeness crab, sent or received after You left Your position with Hallmark.

26 **RESPONSE REQUEST FOR PRODUCTION NO. 12:**

27 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
28 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a

1 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
2 control.

3 **REQUEST FOR PRODUCTION NO. 13:**

4 All Communications, including, without limitation, text messages and emails, between You
5 and any Ex Vessel Dungeness crab Buyer, excluding Hallmark, Concerning the supply of
6 Dungeness crab, sent or received prior to You leaving Your position with Hallmark.

7 **RESPONSE REQUEST FOR PRODUCTION NO. 13:**

8 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
9 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
10 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
11 control.

12 **REQUEST FOR PRODUCTION NO. 14:**

13 All Communications, including, without limitation, text messages and emails, between You
14 and any Ex Vessel Dungeness crab Buyer Concerning the supply of Dungeness crab, sent or
15 received after You left Your position with Hallmark.

16 **RESPONSE REQUEST FOR PRODUCTION NO. 14:**

17 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
18 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
19 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
20 control.

21 **REQUEST FOR PRODUCTION NO. 15:**

22 All Communications, including, without limitation, text messages and emails, between You
23 and any Ex Vessel Dungeness crab Buyer, excluding Hallmark, Concerning the demand for
24 Dungeness crab, sent or received prior to You leaving Your position with Hallmark.

25 **RESPONSE REQUEST FOR PRODUCTION NO. 15:**

26 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
27 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
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1 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
2 control.

3 **REQUEST FOR PRODUCTION NO. 16:**

4 All Communications, including, without limitation, text messages and emails, between You
5 and any Ex Vessel Dungeness crab Buyer Concerning the demand for Dungeness crab, sent or
6 received after You left Your position with Hallmark.

7 **RESPONSE REQUEST FOR PRODUCTION NO. 16:**

8 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
9 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
10 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
11 control.

12 **REQUEST FOR PRODUCTION NO. 17:**

13 All Communications, including, without limitation, text messages and emails, between You
14 and any Ex Vessel Dungeness crab Buyer, excluding Hallmark, sent or received prior to You
15 leaving Your position with Hallmark, that are not responsive to Requests Nos. 5, 7, 9, 11, 13, or 15.

16 **RESPONSE REQUEST FOR PRODUCTION NO. 17:**

17 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
18 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
19 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
20 control.

21 **REQUEST FOR PRODUCTION NO. 18:**

22 All Communications, including, without limitation, text messages and emails, between You
23 and any Ex Vessel Dungeness crab Buyer, sent or received prior to You leaving Your position with
24 Hallmark, that are not responsive to Requests Nos. 6, 8, 10, 12, 14, or 16.

25 **RESPONSE REQUEST FOR PRODUCTION NO. 18:**

26 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
27 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
28

1 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
2 control.

3 **REQUEST FOR PRODUCTION NO. 19:**

4 All Communications, including, without limitation, text messages and emails, between You
5 and any Crabber Concerning the opening of any commercial Dungeness crab fishery, sent or
6 received prior to You leaving Your position with Hallmark.

7 **RESPONSE REQUEST FOR PRODUCTION NO. 19:**

8 Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams
9 objects to the request on the grounds it is vague and ambiguous as to the meaning of the term
10 “commercial Dungeness crab fishery” and that term is not defined. Subject to and without waiving
11 the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable
12 search, Ms. Adams has no responsive documents in her care, custody or control.

13 **REQUEST FOR PRODUCTION NO. 20:**

14 All Communications, including, without limitation, text messages and emails, between You
15 and any Crabber Concerning the opening of any commercial Dungeness crab fishery, sent or
16 received after You left Your position with Hallmark.

17 **RESPONSE REQUEST FOR PRODUCTION NO. 20:**

18 Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams
19 objects to the request on the grounds it is vague and ambiguous as to the meaning of the term
20 “commercial Dungeness crab fishery” and that term is not defined. Subject to and without waiving
21 the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable
22 search, Ms. Adams has no responsive documents in her care, custody or control.

23 **AMENDED RESPONSE REQUEST FOR PRODUCTION NO. 20:**

24 Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams
25 objects to the request on the grounds it is vague and ambiguous as to the meaning of the term
26 “commercial Dungeness crab fishery” and that term is not defined. Subject to and without waiving
27 the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable
28 search, Ms. Adams has no responsive documents in her care, custody or control outside of her role

as Executive Director for the Oregon Dungeness Crab Commission.

REQUEST FOR PRODUCTION NO. 21:

All Communications, including, without limitation, text messages and emails, between You and any Crabber Concerning the closing date of any commercial Dungeness crab fishery, sent or received prior to You leaving Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 21:

Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams objects to the request on the grounds it is vague and ambiguous as to the meaning of the term “commercial Dungeness crab fishery” and that term is not defined. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 22:

All Communications, including, without limitation, text messages and emails, between You and any Crabber Concerning the closing date of any commercial Dungeness crab fishery, sent or received after You left Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 22:

Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams objects to the request on the grounds it is vague and ambiguous as to the meaning of the term “commercial Dungeness crab fishery” and that term is not defined. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 23:

All Communications, including, without limitation, text messages and emails, between You and any Crabber Concerning the commercial Ex Vessel purchase of Dungeness crab, sent or received prior to You leaving Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 23:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a

1 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
2 control.

3 **REQUEST FOR PRODUCTION NO. 24:**

4 All Communications, including, without limitation, text messages and emails, between You
5 and any Crabber Concerning the commercial Ex Vessel purchase of Dungeness crab, sent or
6 received after You left Your position with Hallmark.

7 **RESPONSE REQUEST FOR PRODUCTION NO. 24:**

8 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
9 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
10 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
11 control.

12 **REQUEST FOR PRODUCTION NO. 25:**

13 All Communications, including, without limitation, text messages and emails, between You
14 and any Crabber Concerning the Ex Vessel Price of Dungeness crab, sent or received prior to You
15 leaving Your position with Hallmark.

16 **RESPONSE REQUEST FOR PRODUCTION NO. 25:**

17 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
18 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
19 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
20 control.

21 **REQUEST FOR PRODUCTION NO. 26:**

22 All Communications, including, without limitation, text messages and emails, between You
23 and any Crabber Concerning the Ex Vessel Price of Dungeness crab, sent or received after you left
24 Your position with Hallmark.

25 **RESPONSE REQUEST FOR PRODUCTION NO. 26:**

26 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
27 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
28 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or

1 control.

2 **REQUEST FOR PRODUCTION NO. 27:**

3 All Communications, including, without limitation, text messages and emails, between You
4 and any Crabber Concerning the supply of Dungeness crab, sent or received prior to you leaving
5 Your position with Hallmark.

6 **RESPONSE REQUEST FOR PRODUCTION NO. 27:**

7 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
8 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
9 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
10 control.

11 **REQUEST FOR PRODUCTION NO. 28:**

12 All Communications, including, without limitation, text messages and emails, between You
13 and any Crabber Concerning the supply of Dungeness crab, sent or received after You left Your
14 position with Hallmark.

15 **RESPONSE REQUEST FOR PRODUCTION NO. 28:**

16 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
17 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
18 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
19 control.

20 **REQUEST FOR PRODUCTION NO. 29:**

21 All Communications, including, without limitation, text messages and emails, between You
22 and any Crabber Concerning the demand for Dungeness crab, sent or received prior to you leaving
23 Your position with Hallmark.

24 **RESPONSE REQUEST FOR PRODUCTION NO. 29:**

25 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
26 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
27 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
28 control.

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REQUEST FOR PRODUCTION NO. 30:

All Communications, including, without limitation, text messages and emails, between You and any Crabber Concerning the demand for Dungeness crab, sent or received after You left Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 30:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 31:

All Communications, including, without limitation, text messages and emails, between You and any Crabber, sent or received prior to You leaving Your position with Hallmark, that are not responsive to Requests Nos. 19, 21, 23, 25, 27, and 29.

RESPONSE REQUEST FOR PRODUCTION NO. 31:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 32:

All Communications, including, without limitation, text messages and emails, between You and any Crabber, sent or received prior to You leaving Your position with Hallmark, that are not responsive to Requests Nos. 20, 22, 24, 26, 28, or 30.

RESPONSE REQUEST FOR PRODUCTION NO. 32:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

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REQUEST FOR PRODUCTION NO. 33:

All Communications, including, without limitation, text messages and emails, between You and Hallmark Concerning the Ex Vessel prices being offered by other Buyers for Dungeness crab, sent or received prior to You leaving Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 33:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 34:

All Communications, including, without limitation, text messages and emails, between You and Hallmark Concerning the Ex Vessel prices being offered by other Buyers for Dungeness crab, sent or received after You left Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 34:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 35:

All Communications, including, without limitation, text messages and emails, between You and Hallmark Concerning the purchase of Dungeness crab by other Buyers, sent or received prior to You leaving Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 35:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

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REQUEST FOR PRODUCTION NO. 36:

All Communications, including, without limitation, text messages and emails, between You and Hallmark Concerning the purchase of Dungeness crab by other Buyers, sent or received after You left Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 37:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 37:

All Communications, including, without limitation, text messages and emails, between You and Hallmark Concerning any decision to not do business with any Crabber, including by not limited to buying Dungeness crab or other commercial seafood, selling bait, selling ice, allowing use of hoists, sent or received prior to You leaving Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 37:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 38:

All Communications, including, without limitation, text messages and emails, between You and Hallmark Concerning any decision to not do business with any Crabber, including by not limited to buying Dungeness crab or other commercial seafood, selling bait, selling ice, allowing use of hoists, sent or received after You left Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 38:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or

1 control.

2 **REQUEST FOR PRODUCTION NO. 39:**

3 All Communications, including, without limitation, text messages and emails, Concerning
4 Triple G Seafood, Ozzie Gregorio, and/or the owners, employees, agents or representatives of
5 Triple G Seafood, sent or received prior to You leaving Your position with Hallmark.

6 **RESPONSE REQUEST FOR PRODUCTION NO. 39:**

7 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
8 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
9 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
10 control.

11 **REQUEST FOR PRODUCTION NO. 40:**

12 All Communications, including, without limitation, text messages and emails, Concerning
13 Triple G Seafood, Ozzie Gregorio, and/or the owners, employees, agents or representatives of
14 Triple G Seafood, sent or received after you left Your position with Hallmark.

15 **RESPONSE REQUEST FOR PRODUCTION NO. 40:**

16 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
17 and without waiving the foregoing objections, Ms. Adams will produce all responsive documents in
18 her care, custody or control.

19 **AMENDED RESPONSE REQUEST FOR PRODUCTION NO. 40:**

20 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
21 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
22 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
23 control.

24 **REQUEST FOR PRODUCTION NO. 41:**

25 All Communications, including, without limitation, text messages and emails, with Triple G
26 Seafood, Ozzie Gregorio, and/or the owners, employees, agents or representatives of Triple G
27 Seafood, sent or received prior to You leaving Your position with Hallmark.

28 ///

RESPONSE REQUEST FOR PRODUCTION NO. 41:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 42:

All Communications, including, without limitation, text messages and emails, with Triple G Seafood, Ozzie Gregorio, and/or the owners, employees, agents or representatives of Triple G Seafood, sent or received after you left Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 42:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams will produce all responsive documents in her care, custody or control.

AMENDED RESPONSE REQUEST FOR PRODUCTION NO. 42:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 43:

All Communications, including, without limitation, text messages and emails, between You and Nor-Cal Seafoods or Kevin Lee Concerning Crabbers selling Dungeness crab to Buyers other than Hallmark or Nor-Cal Seafoods in Port Orford, sent or received prior to You leaving Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 43:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 44:

All Communications, including, without limitation, text messages and emails, between You and Nor-Cal Seafoods or Kevin Lee Concerning Crabbers selling Dungeness crab to Buyers other than Hallmark or Nor-Cal Seafoods in Port Orford, sent or received after You left Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 44:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 45:

All Communications, including, without limitation, text messages and emails, between You and Nor-Cal Seafoods or Kevin Lee Concerning Buyers other than Hallmark or Nor-Cal Seafoods making Ex Vessel purchases in Port Orford, sent or received prior to You leaving Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 45:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 46:

All Communications, including, without limitation, text messages and emails, between You and Nor-Cal Seafoods or Kevin Lee Concerning Buyers other than Hallmark or Nor-Cal Seafoods making Ex Vessel purchases in Port Orford, sent or received after You left Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 46:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a

1 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
2 control.

3 **REQUEST FOR PRODUCTION NO. 47:**

4 All Communications, including, without limitation, text messages and emails,
5 Concerning Joel Purkey, sent or received prior to You leaving Your position with Hallmark.

6 **RESPONSE REQUEST FOR PRODUCTION NO. 47:**

7 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
8 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
9 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
10 control.

11 **REQUEST FOR PRODUCTION NO. 48:**

12 All Communications, including, without limitation, text messages and emails,
13 Concerning Joel Purkey, sent or received after You left Your position with Hallmark.

14 **RESPONSE REQUEST FOR PRODUCTION NO. 48:**

15 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
16 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
17 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
18 control.

19 **REQUEST FOR PRODUCTION NO. 49:**

20 All Communications, including, without limitation, text messages and emails, with Joel
21 Purkey, sent or received prior to You leaving Your position with Hallmark.

22 **RESPONSE REQUEST FOR PRODUCTION NO. 49:**

23 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
24 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
25 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
26 control.

27 **REQUEST FOR PRODUCTION NO. 50:**

28 All Communications, including, without limitation, text messages and emails, with Joel

Purkey, sent or received after You left Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 50:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 51:

All communications Concerning This Action, including but not limited to the allegations made in it, sent or received prior to You leaving Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 51:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 52:

All communications Concerning This Action, including but not limited to the allegations made in it, sent or received after You left Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 52:

Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams objects to this request on the grounds that it seeks documents protected by the attorney-client privilege, attorney work product doctrine, or other privileges. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no non-privileged, responsive documents in her care, custody or control.

Dated: June 9, 2025

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law corporation

By: /s/ W. Scott Cameron
W. Scott Cameron

Attorneys for Non-Party
Crystal Adams

PROOF OF SERVICE

I, the undersigned, declare:

I am a citizen of the United States, employed in the City and County of Sacramento, California. My business address is 400 Capitol Mall, 11th Floor, Sacramento, California 95814 and my email address is daguillen@weintraub.com. I am over the age of 18 years and not a party to the within action.

On the date below, I caused to be served the attached, and all exhibits thereto:

NON-PARTY CRYSTAL ADAMS' AMENDED RESPONSE TO SUBPOENA

[X] (VIA EMAIL) I caused each such document to be sent by electronic mail to the addressees at the email addresses listed below.

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21 I declare under the penalty of perjury under the laws of the United States of America and the
22 State of California that the foregoing is true and correct. Executed at Sacramento, California, on
23 June 9, 2025.

24 
25 Deseree Aguillen